

Document No. 97
Adopted at Meeting of 3/7/60

SURRENDER OF LEASE
BOSTON REDEVELOPMENT AUTHORITY
AND
CHARLES RIVER PARK, INC.

Agreement entered into this 7th day of March, 1960 between Charles River Park, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts, hereinafter called the Redeveloper, the Boston Redevelopment Authority, a public body politic and corporate created pursuant to Massachusetts G. L. (Ter. Ed.) Chapter 121, hereinafter called the Authority.

WHEREAS, the parties hereto on March 2, 1960 entered into a leasehold agreement relative to land in the West End Redevelopment Project Area in the City of Boston, which agreement, hereinafter called the Leasehold Agreement, is recorded in the Suffolk Registry of Deeds at Book . Page .

WHEREAS, the Leasehold Agreement provides for the transfer of the rights of the Redeveloper to affiliated business entities of the Redeveloper; and

WHEREAS, the Redeveloper desires and has transferred certain rights under the Leasehold Agreement to an affiliate, Charles River Park "A" Inc.; and

NOW THEREFORE, in consideration of the mutual promises hereinafter expressed, the parties hereto agree as follows:

1. The Redeveloper and the Authority hereby each waive and surrender all rights which they now have or may have under the Leasehold Agreement with respect to that parcel of land shown as Delivery Parcel 1A on the map

entitled "Land Disposition Plan" contained in the Land Assembly and Redevelopment Plan, said parcel of land is more particularly described as follows:

Beginning at a point in the southeasterly side line of Charles Street, said point being N 19°-24'-19" E a distance of 177.61 feet from the intersection of the southeasterly sideline of Charles Street with the northeasterly sideline of Allen Street as it existed at the start of the year 1959;

thence running N 19°-24'-19" E by said Charles Street a distance of 231.42 feet to a point;

thence turning and running 40°-08'-58" E again by said Charles Street a distance of 137.94 feet to a point;

thence turning and running N 39°-57'-47" E again by said Charles Street a distance of 10.00 feet to a point;

thence turning and running S 45°-25'-01.00 E a distance of 150.00 feet to a point;

thence turning and running S 75°-25'-01" E a distance of 135.00 feet to a point;

thence turning and running S 30°-25'-01" E a distance of 100.00 feet to a point;

thence turning and running S 70°-35'-41" E a distance of 214.15 feet to a point which lies on the northerly sideline of a proposed cul-de-sac;

thence turning and running in a southerly direction along a curve of radius 40.00 feet for a distance of 62.83 feet by said proposed cul-de-sac to a point in the westerly sideline of a proposed cul-de-sac;

thence turning and running S 19°-24'-19" W by a proposed road to the said proposed cul-de-sac a distance of 262.70 feet to a point;

thence turning and running in a westerly direction by a curve with a 20.00 foot radius a distance of 26.07 feet to a point which lies in the proposed new northerly sideline for the widening of Allen Street;

thence turning and running N 85°-55'-01" W by said proposed widened Allen Street a distance of 148.88 feet to a point;

thence turning and running in a westerly direction by said proposed widened Allen Street with a curve of a radius of 360.00 feet for a distance of 78.60 feet to a point;

thence turning and running N 73°-24'-27" W by the proposed widened Allen Street a distance of 307.81 feet to a point;

thence turning and running N 19°-24'-19" E a distance of 136.00 feet to a point;

thence turning and running N 70°-35'-41" W a distance of 30.00 feet to the point of beginning.

Containing 231,869 square feet according to said plan.

Portions of said premises are registered land described in the following Certificates of Title issued by the Suffolk Registry District of the Land Court:

(a) a part of the land described in Certificate of Title No. 64235 and shown as Parcel 2 on Land Court Plan No. 1168B;

(b) all of the land described in Certificate of Title No. 64233, and shown as the parcel on Land Court Plan 12732A.

2. The Authority agrees that the Redeveloper has not at any time done or suffered any act or thing whatever whereby the aforesaid Delivery Parcel 1A can be in any way charged, affected, or encumbered.

3. Notwithstanding any other provisions of this instrument, this instrument shall not be construed to alter the rights and obligations of the Redeveloper and the Authority under the Leasehold Agreement with respect to the parcels of land referred to therein other than Delivery Parcel 1A herein described.

4. Notwithstanding any other provisions of this instrument to the contrary, any default on the part of Charles River Park "A" Inc., its successors and assigns, under a lease of the aforesaid Delivery Parcel 1A executed of even date between the Authority and recorded in the Suffolk County Registry of Deeds immediately prior to this instrument shall constitute a default by the Redeveloper under the Leasehold Agreement as if such default was caused by the Redeveloper under the Leasehold Agreement.

5. The Redeveloper hereby gives its consent to the execution and delivery of the said lease by the Authority to Charles River Park "A" Inc.

IN WITNESS WHEREOF, on the 7th day of March, 1960 at Boston, Massachusetts, the parties have caused this instrument and four additional copies of the same tenor and date to be signed, sealed and delivered, the

Boston Redevelopment Authority acting herein by its Vice President
hereunto duly authorized and Charles River Park, Inc. acting herein by its
Vice-President, hereunto duly authorized.

(seal)

BOSTON REDEVELOPMENT AUTHORITY

Johnna L. Varian
Witness:

By: Joseph W. Lund
Title: Chairman

(seal)

CHARLES RIVER PARK, INC.

Anne F. Carroll
Witness

BY Theodore Shoolman
Vice President

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS

March 7, 1960

Then personally appeared the above-named Joseph W. Lund and
acknowledged the foregoing instrument to be the free act and deed of the
Boston Redevelopment Authority, before me

John C. Conley
Notary Public
My commission expires: 12/23/65

March 7, 1960

Then personally appeared the above named Theodore Shoolman and
acknowledged the foregoing instrument to be the free act and deed of the
Charles River Park, Inc., before me

John C. Conley
Notary Public
My commission expires: 12/23/65

CERTIFICATE OF VOTE

The undersigned hereby certifies as follows:

(1) That he is the duly qualified and acting Secretary of the Boston Redevelopment Authority, hereinafter called the "Authority", and the keeper of the records, including the journal of proceedings of the Authority.

(2) That the following vote is a true and correct copy of a vote as finally adopted at an adjourned special meeting of the Authority on the seventh day of March, 1960, and duly recorded in this office:

VOTED: to approve the Surrender of Lease in the form presented to the meeting and further that the Chairman be authorized to execute the same.

(3) That said meeting was duly convened and held in all respects in accordance with law and to the extent required by law due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting, and a legally sufficient number of members of the Authority voted in the proper manner and all other requirements and proceedings under law incident to the proper adoption or the passage of said vote have been duly fulfilled, carried out and otherwise observed.

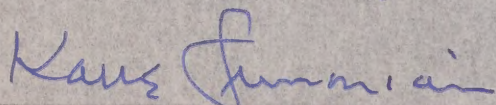
(4) That the form of Surrender of Lease presented to the said meeting was in substantially the same form as the Surrender of Lease to which the within certificate is attached.

(5) That if an impression of the seal has been affixed below, it constitutes the official seal of the Boston Redevelopment Authority and this certificate is hereby executed under such official seal.

(6) That Joseph W. Lund is the Chairman of said Authority.

(7) That the undersigned is duly authorized to execute this certificate.

IN WITNESS WHEREOF the undersigned has hereunto set his hand this ninth day of March, 1960.



Kane Simonian, Secretary

(LS)

CHARLES RIVER PARK, INC.

CERTIFICATE OF CORPORATE VOTE

I, Jerome L. Rappaport, certify that I am the duly elected Clerk of Charles River Park, Inc. and that at a meeting of the Board of Directors of Charles River Park, Inc., duly called and held on January 13, 1960, at which a sufficient number of directors to effect action were present and voting, the following resolution was adopted by the unanimous vote of those present:

VOTED: That the president or a vice president of the corporation be, and hereby is authorized to sign and seal on behalf of the corporation a 'Surrender of Lease', in form approved by counsel for the corporation, whereby this corporation surrenders its rights as against the Boston Redevelopment Authority under the Leasehold Agreement executed by the Boston Redevelopment Authority and this corporation on March 2, 1960 with respect to Delivery Parcel 1A referred to in said Leasehold Agreement.

I further certify that _____ is a duly elected vice president of Charles River Park, Inc. and that the foregoing resolution is in full force and effect as of the date of this certificate.

IN WITNESS WHEREOF, I have signed this certificate this 7th day of March, 1960.

JEROME L. RAPPAFORT, CLERK

CERTIFICATE OF THE SECRETARY

I, Kane Simonian, Executive Director and Secretary of the Boston Redevelopment Authority, certify that the attached Surrender of Lease between the Boston Redevelopment Authority and Charles River Park, Inc., is a true and correct copy of a Surrender of Lease entered into on the seventh day of March, 1960 between Charles River Park, Inc. and Boston Redevelopment Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Boston Redevelopment Authority, this ninth day of March, 1960.

BOSTON REDEVELOPMENT AUTHORITY

Kane Simonian
Kane Simonian, Secretary

WITNESS:

J. Harold L. Harrison
(LS)

CERTIFICATE AND OPINION OF COUNSEL

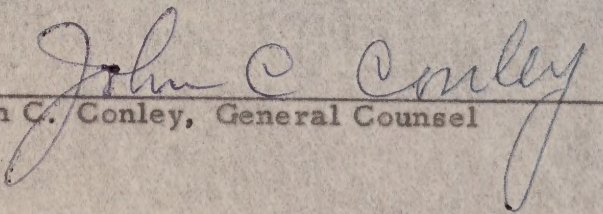
I, John C. Conley, General Counsel for the Boston Redevelopment Authority, certify that I have examined the original of a Surrender of Lease between the Boston Redevelopment Authority and Charles River Park, Inc., dated March 7, 1960:

It is my opinion that said Surrender of Lease:

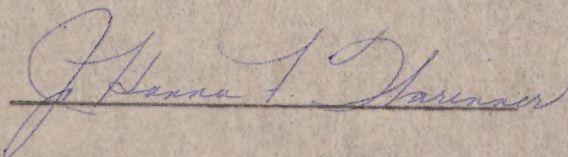
- 1) has been duly executed by the parties thereto and duly delivered;
- 2) is valid and binding in all respects in accordance with its terms;
- 3) is legally enforceable.

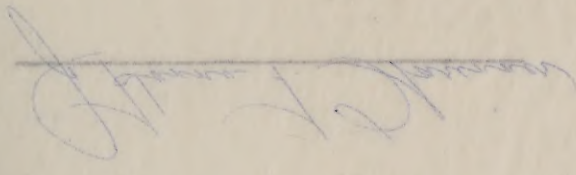
IN WITNESS WHEREOF, I have hereunto set my hand this ninth day of March, 1960.

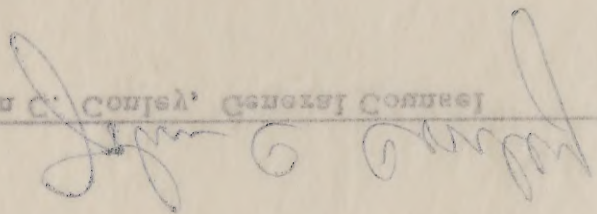
BOSTON REDEVELOPMENT AUTHORITY


John C. Conley, General Counsel

WITNESS:


J. Hanna T. Harrison


WITNESS:


John C. Connelley, General Counsel

BOSTON REDEVELOPMENT AUTHORITY

ninth day of March, 1980.

IN WITNESS WHEREOF, I have hereunto set my hand this

3) is legally enforceable.

with its terms:

3) is valid and binding in all respects in accordance

fully reflected:

1) has been fully executed by the parties hereto and

It is my opinion that said instrument of lease:

Party, Inc., dated March 1, 1980:

of lease between the Boston Redevelopment Authority and Charles River

trust Authority, certify that I have examined the original of a instrument

I, John C. Connelley, General Counsel for the Boston Redevelop-

CERTIFICATE AND OPINION OF COUNSEL